

TSD File Inventory Index

Date: November 9, 2010

Initial: CMHennrich

Facility Name: <u>Clear-Land Packaging, Inc.</u>	
Facility Identification Number: <u>110 984 805 319</u>	
A.1 General Correspondence	B.2 Permit Docket (B.1.2)
A.2 Part A / Interim Status	.1 Correspondence
.1 Correspondence	.2 All Other Permitting Documents (Not Part of the ARA)
.2 Notification and Acknowledgment	C.1 Compliance - (Inspection Reports)
.3 Part A Application and Amendments	C.2 Compliance/Enforcement
.4 Financial Insurance (Sudden, Non Sudden)	.1 Land Disposal Restriction Notifications
.5 Change Under Interim Status Requests	.2 Import/Export Notifications
.6 Annual and Biennial Reports	C.3 FOIA Exemptions - Non-Releaseable Documents
A.3 Groundwater Monitoring	D.1 Corrective Action/Facility Assessment
.1 Correspondence	.1 RFA Correspondence
.2 Reports	.2 Background Reports, Supporting Docs and Studies
A.4 Closure/Post Closure	.3 State Prelim. Investigation Memos
.1 Correspondence	.4 RFA Reports
.2 Closure/Post Closure Plans, Certificates, etc	D. 2 Corrective Action/Facility Investigation
A.5 Ambient Air Monitoring	.1 RFI Correspondence
.1 Correspondence	.2 RFI Workplan
.2 Reports	.3 RFI Program Reports and Oversight
B.1 Administrative Record	.4 RFI Draft /Final Report
	5. RFI QA/P

Total - 2

.6 RFI QAPP Correspondence		.8 Progress Reports	
.7 Lab Data, Soil-Sampling/Groundwater		D.5 Corrective Action/Enforcement	
.8 RFI Progress Reports		.1 Administrative Record 3008(h) Order	
.9 Interim Measures Correspondence		.2 Other Non-AR Documents	
.10 Interim Measures Workplan and Reports		D.6 Environmental Indicator Determinations	
D.3 Corrective Action/Remediation Study		.1 Forms/Checklists	
.1 CMS Correspondence		E. Boilers and Industrial Furnaces (BIF)	
.2 Interim Measures		.1 Correspondence	
.3 CMS Workplan		.2 Reports	
.4 CMS Draft/Final Report		F Imagery/Special Studies (Videos, photos, data, maps, blueprints, drawings, and other special materials.)	
.5 Stabilization		G.1 Risk Assessment	
.6 CMS Progress Reports		.1 Human/Ecological Assessment	
.7 Lab Data, Soil-Sampling/Groundwater		.2 Compliance and Enforcement	
D.4 Corrective Action Remediation Implementation		.3 Enforcement Confidential	
.1 CMS Correspondence		.4 Ecological - Administrative Record	
.2 CMI Workplan		.5 Permitting	
.3 CMI Program Reports and Oversight		.6 Corrective Action Remediation Study	
.4 CMI Draft/Final Reports		.7 Corrective Action/Remediation Implementation	
.5 CMI QAPP		.8 Endangered Species Act	
.6 CMI QAPP Correspondence		.9 Environmental Justice	
1			

Note: Transmittal Letter to Be Included with Reports.
Comments: _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

NOV 25 2009

REPLY TO THE ATTENTION OF:
LR-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gary King
Acting Chief
Bureau of Land
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62702-4193

Re: Enforcement Action Notice
Clear Lam Packaging, Inc.
EPA I.D. No.: ILD 984 805 317

Dear Mr. King:

Pursuant to Section 3008(a)(2) of the Resource Conservation and Recovery Act (RCRA), as amended, I am providing notice to you that the U.S. Environmental Protection Agency is preparing to issue a Consent Agreement and Final Order (CAFO) under Section 3008(a)(1) to Clear Lam Packaging, Inc. (Clear Lam), located at 1950 Pratt Boulevard, Elk Grove Village, Illinois. The Order is in response to the May 1, 2008 inspection by the EPA, and addresses violations of the Illinois regulations codified at 35 Illinois Administrative Code (IAC) Part 703 *et seq.* regarding standards applicable to generators of hazardous waste, including 35 IAC § 703.121(a)(1) for operating a hazardous waste storage facility without interim status or a permit.

In accordance with Section 3008 of RCRA, 42 U.S.C. § 6928, and the Environmental Performance Partnership Agreement, this letter provides notice to the Illinois Environmental Protection Agency of our intent to file a CAFO against Clear Lam.

If you have any questions regarding this letter, please contact Jamie L. Paulin, of my staff, at (312) 886-1771.

Sincerely,

A handwritten signature in black ink that reads "Willie H. Harris". The signature is written in a cursive style with a large, stylized 'W' and 'H'.

Willie H. Harris, P.E.
Chief, RCRA Branch
Land and Chemicals Division

cc: Todd Marvel, Illinois Environmental Protection Agency



Land and Chemicals Division

Type of Document: State Notification of Enforcement Letter

Facility Name: Clear Lam Packaging, Inc.
Facility Location: 1950 Pratt Boulevard
Facility City: Elk Grove Village
Facility State: Illinois
Facility ZIP Code: 60007
U.S. EPA ID Number: ILD 984 805 317

Assigned Staff			
Jamie L. Paulin	(LCD/RCRA)	Phone:	6-1771
Tamara Carnovsky	(ORC)	Phone:	6-2250

Name	Signature	Date
Author	Jamie L. Paulin	11/18/09
ORC Attorney	Tamara Carnovsky	11/19/09
ORC Section Chief		
Section Chief	Lorna M. Jereza	11/18/09
Branch Chief	Willie H. Harris	11/25/09
Division Director	Margaret M. Guerriero	
Regional Administrator		

Handwritten: MB 11/20

Directions/Request for Clerical Support:

After the Section Chief/Branch Chief/Division Director/Regional Administrator signs this sheet and original letter:

Date stamp the cover letter;

Make three copies of the contents of this folder:

- One copy for the assigned staff;
- One copy for the section file; and
- One copy for the official file.

Make any additional copies for cc's or bcc's

cc's:

bcc's:

Mail the original certified mail and distribute office copies and cc's and bcc's.

Once the certified mail receipt is returned:

File the certified mail receipt (green card), with this sign-off sheet and the official file copy, and take to 7th floor RCRA file room;

E-mail staff the date that the letter was received by facility.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Gary King
Acting Chief
Bureau of Land
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Springfield, Illinois 62702-4193

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Springfield, Illinois 62702-4193

B. Date of Delivery
March 2001

C. Signature
Warren Viles

D. Is delivery address different from item 1?
If YES, enter delivery address below:

3. Service Type
☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☒ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee)
☐ Yes
☒ No

2. Air (Ti)
7009 1680 0000 7666 9870
PS Form 3811, March 2001
Domestic Return Receipt

102595-01-M-1427



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

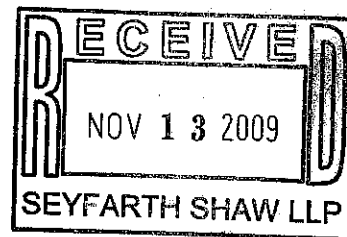
NOV 09 2009

REPLY TO THE ATTENTION OF:

LR-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jaqueline M. Vidmar
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, IL 60603



Dear Ms. Vidmar:

Re: Clear Lam Packaging, Inc.
U.S. EPA ID No.: ILD 984 805 317

Dear Ms. Vidmar:

Enclosed please find two original copies of the Consent Agreement and Final Order (CAFO) that will memorialize the settlement. Please have your client sign both CAFOs and return all executed copies to me at the above address within five days of receipt. A final, fully executed original will be returned to you for your files.

Please feel free to contact me at (312) 886-1771 if you have any questions regarding the enclosed documents.

Sincerely,

Jamie Paulin
Chemist, RCRA Branch
Land and Chemicals Division

cc: Tamara Carnovsky (C-14J), letter only

Enclosures (2)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:

Clear Lam Packaging, Inc.
Elk Grove Village, Illinois,

Respondent.

Docket No. RCRA-05-2009-0025

Proceeding to Assess a Civil Penalty
Under Section 3008(a) of the Resource
Conservation and Recovery Act,
42 U.S.C. § 6928(a)

Consent Agreement and Final Order

Preliminary Statement

RECEIVED

NOV 30 2009

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

1. Complainant, the Director of the Land and Chemicals Division, United States Environmental Protection Agency (U.S. EPA), Region 5, brought this administrative action seeking a civil penalty under Section 3008(a) of the Solid Waste Disposal Act, as amended, also known as the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a).
2. On September 30, 2009, U.S. EPA filed its Complaint in this action against Respondent Clear Lam Packaging, Inc. (Respondent).
3. The Complaint alleges that Respondent failed to comply with certain conditions provided by 35 IAC § 722.134(a) [40 C.F.R. § 262.34(a)] that must be satisfied before a generator of hazardous waste may qualify for an exemption from the general RCRA requirement to obtain a permit or interim status. Specifically, Complainant alleges that Respondent accumulated hazardous waste for more than 90 days, and stored hazardous waste in a container without a label and the date of accumulation. As a result of Respondent's alleged failure to comply with these conditions, Respondent was required to obtain a permit in order to treat, store,

or dispose of hazardous waste in accordance with 35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123. The Complaint alleges that Respondent failed to obtain a permit or interim status; therefore, Respondent's treatment, storage, or disposal of hazardous waste violated Section 3005 of RCRA, 42 U.S.C. § 6925(a) and the permit requirements of 35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123 [40 C.F.R. §§ 270.1(c) and 270.10(a) and (d), and 270.13].

4. The Complaint also alleges that Respondent was in violation of the following requirements for owners and operators of hazardous waste storage facilities:

- a. 35 IAC § 724.135 [40 C.F.R. § 264.35] by storing hazardous waste containers without aisle space in the hazardous waste storage area;
- b. 35 IAC § 724.273(a) [40 CFR § 264.173(a)] by failing to keep containers of hazardous waste closed during storage;
- c. 35 IAC §§ 724.116(a), (b) and (c) [40 C.F.R. §§ 264.16(a), (b) and (c)] by failing to provide adequate classroom instruction or on-the-job training, and failing to provide initial training or annual review of the initial training;
- d. 35 IAC §§ 274.116(d)(2), (3) and (4) [40 C.F.R. §§ 264.16(d)(2), (3) and (4)] by failing to maintain records that provided a written job description for each position related to hazardous waste management, and the type and amount of both introductory and continuing training to be given to each employee filling a hazardous waste management position, and documentation that the training or job experience required under 35 IAC §§ 724.116(a), (b) and (c) had been given to, and completed by, facility personnel; and,
- e. 35 IAC §§ 724.152(c), (d) and (e) [40 C.F.R. §§ 264.52(c), (d) and (e)] by failing to include within Respondent's contingency plan a description of the arrangements agreed to by local police departments, fire departments, hospitals, contractors, and local emergency response teams to coordinate emergency services; the current emergency coordinator's name, office and home phone numbers; and a list of all the emergency equipment at the facility, and the location and capabilities of the emergency equipment.

5. Respondent's Answer was due on or before November 4, 2009.

6. On October 21, 2009, Respondent filed an Agreed Motion for Extension to File an Answer (Motion) on or before November 30, 2009.

7. On October 22, 2009, U.S. EPA's Regional Judicial Officer granted Respondent's Motion.

8. Before the filing of an Answer, the parties agreed to the settlement of this matter, and the entry of this Consent Agreement and Final Order (CAFO)

Stipulations

9. Respondent admits the jurisdictional allegations in the Complaint and neither admits nor denies the factual allegations in the Complaint.

10. Respondent waives any right to contest the allegations in the Complaint and its right to appeal this CAFO.

11. Respondent certifies that it is complying fully with RCRA, 42 U.S.C. § 6922 and 35 IAC § 722.134(a), 35 IAC §§ 724.116(a), (b) and (c), 35 IAC §§ 274.116(d)(2), (3) and (4), and 35 IAC §§ 724.152(c), (d) and (e) [40 C.F.R. § 262.34(a), 40 C.F.R. §§ 264.16(a), (b) and (c), 40 C.F.R. §§ 264.16(d)(2), (3) and (4), and 40 C.F.R. §§ 264.52(c), (d) and (e)].

12. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

13. The parties agree that settling this action without further litigation, upon the terms of this CAFO, is in the public interest.

Civil Penalty

14. In consideration of Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other factors as justice may require, Complainant agrees to mitigate the proposed penalty of \$88,792 to \$20,750.

15. Within 30 days after the effective date of this CAFO, Respondent must pay a \$20,750 civil penalty for the RCRA violations. Respondent must pay the penalty by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The check must state the case name, the docket number of this CAFO and the billing document number.

16. A transmittal letter, stating the case name, Respondent's complete address, the case docket number and the billing document number must accompany the payment.

Respondent must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-13J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Jamie Paulin (LR-8J)
RCRA Branch
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Tamara Carnovsky (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

17. This civil penalty is not deductible for federal tax purposes.

18. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date payment was due at a rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1).

Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

Supplemental Environmental Project

19. Respondent must complete a SEP designed to protect the environment and public health by purchasing, installing and operating a closed-loop solvent recovery system which will allow Respondent to reclaim and recycle approximately 100,000 gallons of hazardous solvent waste (D001, F003 and F005) it currently ships offsite annually. The SEP will also decrease the volume of hazardous waste stored by Respondent at its Elk Grove Village facility.

20. At its Elk Grove Village, Illinois facility, Respondent must complete the SEP as follows:

- a. By December 20, 2009, Respondent must purchase all of the equipment necessary to install a closed-loop solvent recovery system.
- b. By May 1, 2010, Respondent must install and begin operating the closed-loop solvent recovery system.

See attached Scope of Work as Exhibit A for a detailed description of equipment, installation and implementation of the SEP.

21. Respondent must spend at least \$221,000 to purchase and operate the closed-loop solvent recovery system for five years in accordance with the specifications set forth in the Scope of Work.

22. Respondent must continuously use or operate the closed-loop solvent recovery system, except for the temporary shut-down of the system to conduct repair or routine maintenance, for at least five years from the date Respondent begins operating the system.

23. Respondent certifies that it is not required to perform or develop the SEP by any

law, regulation, grant, order, or agreement, or as injunctive relief as of the date it signs this CAFO. Respondent further certifies that it has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

24. U.S. EPA may inspect the facility at any time to monitor Respondent's compliance with this CAFO's SEP requirements.

25. Respondent must maintain for a period of three years after the SEP Completion Report is approved, copies of the underlying research and data for all reports submitted to U.S. EPA according to this CAFO. Respondent must provide the documentation of any underlying research and data to U.S. EPA within seven days of U.S. EPA's request for the information.

26. Respondent must submit an Installation Completion Report by May 31, 2010. The Installation Completion Report must contain the following information:

- a. the date(s) the solvent recovery closed-loop system was installed and began operating;
- b. a description of any operating problems and the actions taken to correct the problems associated with SEP; and,
- c. itemized costs of goods and services used to purchase, install and begin operating the closed-loop recovery system documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services.

27. Respondent must submit Periodic Reports on the first, second, third, and fourth anniversary of the effective date of this CAFO. Each Periodic Report must contain the following information:

- a. all activities that have been undertaken and completed during the reporting year;
- b. a schedule of all activities for the next year of SEP implementation; and,

- c. an evaluation of the SEP as related to the objectives identified in Exhibit A, any SEP improvements or revisions, and how any findings or action plans were communicated to affected employees, on-site service providers, and contractors.

28. Respondent must submit a SEP Completion Report within thirty calendar days after completion of the SEP. The SEP will be considered completed after the closed-loop solvent recovery system has been operational for five years. The SEP Completion Report must contain the following information:

- a. detailed description of the SEP as completed;
- b. description of any operating problems and the actions taken to correct the problems;
- c. itemized costs of goods and services used to complete the SEP, documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. certification that Respondent has completed the SEP in compliance with this CAFO; and
- e. description of the environmental and public health benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible).

29. In determining the costs associated with the implementation of this SEP and reported in the Installation Completion Report and SEP Completion Report, Respondent must exclude all costs necessary to assure compliance with statutory, regulatory, or permit requirements.

30. Respondent must submit all notices and reports required by this CAFO by first class mail to Jamie Paulin at the address in paragraph 16 above.

31. In each report that Respondent submits as provided by this CAFO, Respondent must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

32. Following receipt of the SEP completion report described in paragraph 28, above, U.S. EPA must notify Respondent in writing that:

- a. Respondent has satisfactorily completed the SEP and the SEP report.
- b. There are deficiencies in the SEP as completed, or in a SEP report, and U.S. EPA will give Respondent thirty days to correct the deficiencies; or
- c. Respondent has not satisfactorily completed the SEP or a SEP report and U.S. EPA will seek stipulated penalties under paragraph 34.

33. If U.S. EPA determines that there are deficiencies in the SEP as completed, or in a SEP report, and notifies Respondent that the deficiencies must be corrected in 30 days as provided by paragraph 32.b above, Respondent may object in writing to the deficiency notice within ten days of its receipt. The parties will have thirty days from U.S. EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, U.S. EPA will give Respondent a written decision on its objection. Respondent will comply with any requirements to complete the SEP that U.S. EPA imposes in its decision. If Respondent does not complete the SEP as required by U.S. EPA's decision, Respondent will pay stipulated penalties to the United States under paragraph 34, below.

34. If Respondent violates any requirement of this CAFO relating to the SEP, Respondent must pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b, below, if Respondent did not complete the SEP satisfactorily according to this CAFO, Respondent must pay a stipulated penalty of **sixty two thousand two hundred fifty dollars (\$62,250)**.
- b. If Respondent did not complete the SEP satisfactorily, but U.S. EPA determines that Respondent: (i) made good faith and timely efforts to complete

the SEP; and (ii) certified, with supporting documents, that it spent at least 90 percent of the required amount (*i.e.* 90% of \$221,000) on the SEP, Respondent will not be liable for any stipulated penalty.

c. If Respondent satisfactorily completed the SEP, but spent less than 90 percent of the required amount on the SEP, Respondent must pay a stipulated penalty of **eleven thousand two hundred five dollars (\$11,205)**.

d. If Respondent failed to timely submit the SEP Completion Report required by paragraph 28 above, Respondent must pay a stipulated penalty of \$200.00 for each day after the report was due until Respondent submits the report.

e. If Respondent failed to timely submit any other reports, including the Installation Completion Report or Periodic Reports required by paragraphs 26 and 27 above, Respondent must pay a stipulated penalty of \$100.00 for each day after the report was due until Respondent submits the report.

35. The U.S. EPA's determination of whether Respondent satisfactorily completed the SEP will bind Respondent.

36. Respondent must pay any stipulated penalties within 15 days of receiving U.S. EPA's written demand for the penalties. Respondent will use the method of payment specified in paragraphs 15 and 16, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

37. Any public statement that Respondent makes referring to the SEP must include the following language, "Clear Lam Packaging, Inc. undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against Clear Lam Packaging, Inc. for violations of Section 3008(a) of RCRA and Title 35 of the Illinois Administrative Code."

38. The attached Scope of Work may be modified in writing by the Respondent and subject to the approval by U.S. EPA without amendment to this CAFO as necessary to ensure the effective implementation of this SEP.

39. For federal income tax purposes, Respondent will neither capitalize into inventory

or basis, nor deduct any costs or expenditures incurred in performing the SEP.

40. Force Majeure

a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this CAFO, Respondent must notify Complainant in writing not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice must describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be

a basis for changes in this CAFO or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

General Provisions

41. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

42. This CAFO does not affect the right of U.S. EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

43. This CAFO does not affect Respondent's responsibility to comply with RCRA and other applicable federal, state, local laws or permits.

44. The terms of this CAFO bind Respondent, its successors, and assigns.

45. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

46. Each party agrees to bear its own costs and attorney's fees in this action.

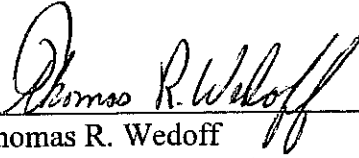
47. This CAFO constitutes the entire agreement between the parties.

In the Matter of:
Clear Lam Packaging, Inc.
Docket No.

Clear Lam Packaging, Inc, Respondent

Date

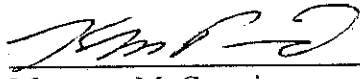
11/17/09


Thomas R. Wedoff
Corporate Officer and Vice-President
Flexible Packaging Division
Clear Lam Packaging, Inc.

United States Environmental Protection Agency, Complainant

Date

11-25-09


for Margaret M. Guerriero
Director
Land and Chemicals Division

In the Matter of:

Clear Lam Packaging, Inc.

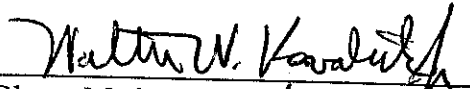
Docket No. RCRA-05-2009-0025

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Date

11/25/09


Bharat Mathur

for
Acting Regional Administrator

United States Environmental Protection Agency
Region 5

RECEIVED
NOV 30 2009

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

Exhibit A - SEP Scope of Work

Clear Lam Packaging, Inc. Closed-Loop Solvent Recovery System

I. Objectives:

1. Clear Lam Packaging, Inc. (Clear Lam) will develop, implement and maintain a Closed-Loop Solvent Recovery System at the Clear Lam facility located in Elk Grove Village, Illinois;
2. Clear Lam will reclaim and recycle approximately 100,000 gallons of solvent hazardous waste per year; and,
3. Clear Lam will decrease the volume of hazardous waste it stores on site and the number of 55-gallon containers storing hazardous waste at its facility by approximately 70%.

II. SEP Description:

1. Installation and use of a Refurbished DW Renzmann Roto-2 Distillation Unit, a 1000 gallon capacity Wash Solvent Surge Tank, a 720 gallon per 24 hour capacity Solvent Distillation Unit, a 1000 gallon capacity Clean Solvent Holding Tank and connecting piping and associated equipment between each unit or tank and the printing process in order to implement a Closed-Loop Solvent Recovery System.
 - a. The wash-up solvent generated by the three printing presses, that have a capacity to generate an average of 360 gallons of wash-up solvent in 24 hours, will be transferred to the Wash Solvent Surge Tank via a closed-loop system.
 - b. The wash solvent stored in the Wash Solvent Surge Tank will be transferred to the Solvent Distillation Unit via a closed-loop system. The Solvent Distillation Unit will operate on an on-off 4 hour cycle and process approximately 175 gallons of clean solvent every 4 hours.
 - c. The clean solvent from the Solvent Distillation Unit will be transferred to the Clean Solvent Holding Tank via a closed-loop system.
 - d. The clean solvent from the Clean Solvent Holding Tank will be transferred to the printing presses via a closed-loop system and used for wash-up.
 - e. The still bottoms, with a characteristic hazardous waste code of D001, from the Solvent Distillation Unit will be removed and stored in 55-gallon containers as hazardous waste in Clear Lam's hazardous waste storage area for no more than 90 days and in compliance with the applicable large quantity generator conditions under 35 IAC § 722.134(a) [40 C.F.R. § 262.34(a)].

2. Basic Components of the Closed-Loop Solvent Recovery System:
 - a. Vessel – mild steel.
 - b. Condenser and Clean Solvent Container – stainless steel.
 - c. Wash Solvent Surge Tank – 1000 gallon capacity.
 - d. Solvent Distillation Unit – 720 gallon capacity per 24 hour.
 - e. Clean Solvent Holding Tank – 1000 gallon capacity.
 - f. Piping and associated equipment to operate a closed-loop system between each tank or unit and the printing presses.
3. Description of Parts Required for Refurbished DW Renzmann Roto-2 Distillation Unit:
 - a. Liquid Ring Vacuum System – reduces cook down time at end of distillation process, or for distilling of solvents with a boiling point above 149°C (300°F).
 - b. Vacuum Filling System – allows unit to fill via vacuum.
 - c. Nitrocellulose Safety Package – allows unit to safely process waste containing nitrocellulose.
 - d. Auto-Fill System – allows for continuous operation.
 - e. Explosion Proof Light – allows operator to illuminate vessel interior for in process viewing via sight glass.
 - f. Clean Solvent Container – stores clean solvent produced in distillation process and automatically transfers clean solvent to remotely located storage container. Constructed of stainless steel with pump/motor, float switch, removable lid with inspection opening. (Discharge and bleeding. 130 gallon capacity.)
4. Installation of Refurbished DW Renzmann Roto-2 Distillation Unit:
 - a. Receipt, unloading, uncrating and placement of the delivered equipment at the desired location.
 - b. Mounting of the main electrical control panel in a non-hazardous area.
 - c. Electrical wiring, both control and power, between the main electrical control panel and the equipment.
 - d. Connection of electrical power supply to control panel.
 - e. Mounting and alignment of electrical motors to pumps and/or exhaust ventilators, as applicable.
 - f. Cooling water supply and return lines.
 - g. Steam supply and condensate return or thermal oil supply and return lines, as applicable.
 - h. Installation of exhaust ventilator and duct work, if supplied.
 - i. Clean and contaminated solvent lines, as applicable.
5. Possible Commissioning of the Refurbished DW Renzmann Roto-2 Distillation Unit.
 - a. Checking the installation after completion by buyer.

- b. Test run of the equipment.
- c. Instruction of personnel to work with the equipment.
- d. Instruction of personnel to maintain the equipment.

CASE NAME: Clear Lam Packaging, Inc.
DOCKET NO: RCRA-05-2009-0025

CERTIFICATE OF SERVICE

I hereby certify that today I filed the original of this **Consent Agreement and Final Order** and this **Certificate of Service** in the office of the Regional Hearing Clerk (E-19J), United States Environmental Protection Agency, Region 5, 77 W. Jackson Boulevard, Chicago, IL 60604-3590.

I further certify that I then caused true and correct copies of the filed document to be mailed to the following:

Mr. Thomas R. Wedoff
Vice President - Finance
Clear Lam Packaging, Inc.
1950 Pratt Boulevard
Elk Grove Village, Illinois 60007

Certified Mail #

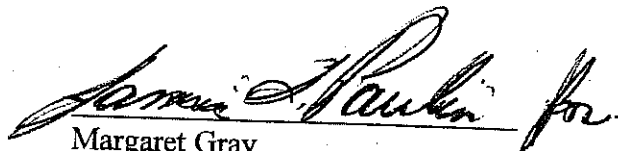
Ms. Jaqueline M. Vidmar
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

Certified Mail #

RECEIVED
NOV 30 2009

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

Dated: 11/30, 2009



Margaret Gray
Administrative Program Assistant
United States Environmental Protection Agency

Region V
Land and Chemicals Division LR-8J
RCRA Branch
77 W. Jackson Blvd, Chicago, IL 60604-3590

RCRA 3008(a) CONSENT AGREEMENT AND FINAL ORDER CONCURRENCE/ROUTING FORM

PART I. Background

FACILITY NAME: Clear Lam Packaging, Inc.

EPA ID #: ILD 984 805 317

RCRA ASSIGNEE: Jamie Paulin

DOCKET NUMBER: RCRA-05-2009-0025

ASST. REG. COUNSEL: Tamara Carnovsky

PHONE # OF STAFF: 6-1771

PART II. Proposed CAFO and Concurrences- The proposed CAFO package must include the following documents:

- Tab 1. Transmittal letter to Respondents attorney
- Tab 2. Proposed CAFO (2 Copies)
- Tab 3. Settlement penalty calculation sheets and BEN
- Tab 4. Initial Complaint (or most recently amended). Not applicable if simultaneous Complaint/CAFO.
- Tab 5. Initial complaint penalty calculation sheets and BEN. Not applicable if simultaneous Complaint/CAFO.
- Tab 6. Draft press release (or send copy of CAFO to Public Relations once filed and they will draft Press Release)

	INITIALS	DATE	CONCUR	CONCUR WITH MODIFICATIONS
1. RCRA ASSIGNEE Jamie Paulin	<i>JAP</i>	<i>11/6/09</i>	<input checked="" type="checkbox"/>	
2. ASSOC. REG. COUNSEL Tamara Carnovsky	<i>TAC</i>	<i>11-6-09</i>	<input checked="" type="checkbox"/>	<i>See ORC Concurrence Sheet attached.</i>
3. RCRA SECTION CHIEF <i>for</i> Lorna M. Jereza	<i>ML</i>	<i>11-6-09</i>	<input checked="" type="checkbox"/>	
4. RCRA BRANCH CHIEF Willie H. Harris	<i>WHH</i>	<i>11/9/09</i>	<input checked="" type="checkbox"/>	

The RCRA Branch Chief returns the proposed CAFO package to the RCRA Assignee for corrections, if necessary, and for delivery to the Asst./Assoc. Regional Counsel who will send two copies of the proposed CAFO to the Respondent.

CERTIFIED 7009 1680 0000 7666 9733

PART III. Final CAFO Concurrences and Signature – After the Respondent has signed both copies of the proposed CAFO, the final CAFO package must include the following documents:

- Tab 1. Memorandum to LCD Director
- Tab 2. Transmittal Letter
- Tab 3. Both CAFOs bearing the original signature of the Respondent
- Tab 4. The completed CCDS
- Tab 5. Addressed envelopes, Certified Mail/Return Receipt documents, and Certificate of Service
- Tab 6. Final press release (or send copy of CAFO to Public Relations and they will draft Press Release) and weekly report submittal

	Initials	Date	Concur
1. RCRA STAFF ASSIGNEE Jamie Paulin			
2. ASSOC. REG. COUNSEL Tamara Carnovsky			
3. ORC SECTION CHIEF Eileen Furey			
4. RCRA SECTION CHIEF Lorna M. Jereza			
5. RCRA BRANCH CHIEF Willie H. Harris			
6. DIRECTOR, LCD Margaret M. Guerriero			
REGIONAL ADMIN.			

After signing, return the entire package to the RCRA Branch Administrative Program Assistant for filing with the Regional Hearing Clerk.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Biqueline M. Vidmar
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60604*

2. Article
(/Ta)

7009 1680 0000 7666 9733

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

E. RYCRAFT

B. Date of Delivery

NOV 13 2000

C. Signature

E. RYCRAFT

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



Clear Lam


Tamara Carnovsky to: Eileen Furey, Jamie Paulin

11/04/2009 04:54 PM

History:

This message has been replied to.

Eileen and Jamie:

 I am sending you the final draft CAFO that I gave to Rett today. Rett reviewed it and gave it to the front office. In case there are changes from the front office or RCRA management, I wanted both of you to have an electronic version of the CAFO in my absence. The CAFO has to be filed before November 30th. Otherwise, Respondent will need to file another motion for an extension of time to file an Answer. Jamie if there are editorial changes, please let Jacquie know before sending her the CAFO for her client's signature. If there are substantive changes, please see Eileen.

Thanks, Tamara



Final Draft CAFO_11-3-09.doc SOW 10_27_09.doc

Tamara Carnovsky
Associate Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd (C-14J)
Chicago, IL 60604

ph: 312.886.2250
fax: 312.886.0747

This message, including attachments, contains information that is confidential, and may be protected by attorney work-product, attorney-client or other applicable privileges. Further, this message, including attachments, may be exempt from disclosure by the U.S. EPA under applicable law. This message, including attachments, is intended to be conveyed only to the named recipient(s). If you received this message in error, or if you are not the intended recipient, please notify the sender listed above and delete the message from your system immediately. The unauthorized use, dissemination, distribution or reproduction of this message, including attachments, by unintended recipients is prohibited and may be unlawful.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

OCT 01 2009

REPLY TO THE ATTENTION OF:

LR-8J

Gary King, Acting Chief
Bureau of Land
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62702-4193

Re: Enforcement Action Notice
Clear Lam Packaging, Inc.
EPA I.D. No.: ILD 984 805 317

Dear Mr. King:

Pursuant to Section 3008(a)(2) of the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. § 6928(a)(2), I am providing notice to you that the U.S. Environmental Protection Agency is preparing to issue a Complaint and Compliance Order (Complaint) to Clear Lam Packaging, Inc. (Clear Lam Packaging), located at 1950 Pratt Boulevard, Elk Grove Village, Illinois. The Complaint is in response to the May 1, 2008 compliance evaluation inspection by EPA, and alleges that Clear Lam Packaging was operating a hazardous waste storage facility without interim status or a permit because it failed to comply with certain conditions applicable to generators of hazardous waste at 35 Illinois Administrative Code (IAC) Part 703 *et seq*; and, alleges violations of storage facility requirements at 35 IAC Part 724.

If you have any questions regarding this letter, please contact Jamie L. Paulin, of my staff, at (312) 886-1771.

Sincerely,

A handwritten signature in cursive script, appearing to read "Willie H. Harris".

Willie H. Harris, P.E.
Chief, RCRA Branch
Land and Chemicals Division

cc: Todd Marvel, IEPA



Land and Chemicals Division

Type of Document: State Notification of Enforcement Letter

Facility Name: Clear Lam Packaging, Inc.
Facility Location: 1950 Pratt Boulevard
Facility City: Elk Grove Village
Facility State: Illinois
Facility ZIP Code: 60007
U.S. EPA ID Number: ILD 984 805 317

Assigned Staff			
Jamie L. Paulin	(LCD/RCRA)	Phone:	6-1771
Tamara Carnovsky	(ORC)	Phone:	6-2250

Name	Signature	Date
Author	Jamie L. Paulin	9/25/09
ORC Attorney	Tamara Carnovsky	9/25/09
ORC Section Chief		
Section Chief	Lorna M. Jereza	9/25/09
Branch Chief	Willie H. Harris	9/25/09
Division Director	Margaret M. Guerriero	
Regional Administrator		

MC
9/25

Directions/Request for Clerical Support:

After the Section Chief/Branch Chief/Division Director/Regional Administrator signs this sheet and original letter:

Date stamp the cover letter;

Make three copies of the contents of this folder:

- One copy for the assigned staff;
- One copy for the section file; and
- One copy for the official file.

Make any additional copies for cc's or bcc's

cc's:

bcc's:

Mail the original certified mail and distribute office copies and cc's and bcc's.

Once the certified mail receipt is returned:

File the certified mail receipt (green card), with this sign-off sheet and the official file copy, and take to 7th floor RCRA file room;

E-mail staff the date that the letter was received by facility.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 30 2009

REPLY TO THE ATTENTION OF:

LR-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Thomas R. Wedoff
Vice President - Finance
Clear Lam Packaging, Inc.
1950 Pratt Boulevard
Elk Grove Village, Illinois 60007

Re: Complaint and Compliance Order
Clear Lam, Inc.
EPA ID No.: ILD 984 805 317

RCRA-05-2009-0025

Dear Mr. Wedoff:

I have enclosed a Complaint and Compliance Order (Complaint) under Section 3008(a) of the Solid Waste Disposal Act, as amended, also known as the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a). The Complaint alleges violations of RCRA, 42 U.S.C. § 6901 *et seq.*, and the Illinois Administrative Code by Clear Lam Packaging, Inc. (Clear Lam).

As provided in the Complaint, if Clear Lam would like to request a hearing, Clear Lam must do so in the Answer to the Complaint. Please note that if Clear Lam does not file an Answer with the Regional Hearing Clerk (E-13J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, within 30 days of receipt of this Complaint, a default order may be issued and the proposed civil penalty will become due 30 days later.

Regardless of whether Clear Lam chooses to file an Answer and request a hearing within 30 days of receiving the Complaint, EPA extends to Clear Lam the opportunity to continue settlement discussions. A request for an informal settlement conference with EPA will not affect or extend the 30 day deadline to file an Answer.

In addition, whether or not Clear Lam requests a hearing, Clear Lam may request an informal settlement conference.

To request a conference, or if you have any questions about this matter, you may contact
Jamie Paulin at (312) 886-1771.

Sincerely,

Mary S. Harris for

Willie H. Harris, P.E.
RCRA Branch Chief
Land and Chemicals Division

Enclosures

cc: Todd Marvel, IEPA (w/enclosure)
Jaqueline M. Vidmar, Seyfarth Shaw LLP (w/enclosure)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Received by (Please Print Clearly) <i>D. Wesolowski</i>	
1. Article Addressed to: <i>Mr. Thomas R. Wedoff Vice President - Finance Clear Lam, Inc. 1950 Pratt Blvd Elk Grove Village, IL 60007</i>		B. Date of Delivery	
		C. Signature <i>Debbie Wesolowski</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, March 2001		Domestic Return Receipt	

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:

Clear Lam Packaging, Inc.
Elk Grove Village, Illinois,

Respondent.

) Docket No. RCRA-05-2009-0025
)
)
)
)
)
)

Proceeding to Assess a Civil Penalty
Under Section 3008(a) of the Resource
Conservation and Recovery Act,
42 U.S.C. § 6928(a)

Complaint and Compliance Order

Preliminary Statement

RECEIVED
SEP 30 2009

REGIONAL HEARING CLERK
USEPA
REGION 5

1. This is an administrative action instituted under Section 3008(a) of the Solid Waste Disposal Act, as amended, also known as the Resource Conservation and Recovery Act, as amended (RCRA), 42 U.S.C. § 6928(a).
2. The Complainant is the Director of the Land and Chemicals Division, United States Environmental Protection Agency (U.S. EPA), Region 5.
3. U.S. EPA provided notice of commencement of this action to the State of Illinois pursuant to Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).
4. Jurisdiction for this action is conferred upon U.S. EPA by Sections 2002(a)(1), 3006(b), and 3008 of RCRA; 42 U.S.C. §§ 6912(a)(1), 6926(b), and 6928.
5. Respondent is Clear Lam Packaging, Inc., a corporation doing business and incorporated in the State of Illinois.

Statutory and Regulatory Background

6. U.S. EPA has promulgated regulations, codified at 40 C.F.R. Parts 260 through 279, governing generators and transporters of hazardous waste and facilities that treat, store, and

dispose of hazardous waste, pursuant to Sections 3002, 3003, and 3004 of RCRA, 42 U.S.C. §§ 6922, 6923, and 6924.

7. Pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926, the Administrator of U.S. EPA may authorize a state to administer the RCRA hazardous waste program in lieu of the federal program when the Administrator finds that the state program meets certain conditions. Any violation of regulations promulgated pursuant to Subtitle C (Sections 3001-3023 of RCRA, 42 U.S.C. §§ 6921-6939e) or any state provision authorized pursuant to Section 3006 of RCRA, constitutes a violation of RCRA, subject to the assessment of civil penalties and issuance of compliance orders as provided in Section 3008 of RCRA, 42 U.S.C. § 6928.

8. Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), the Administrator of U.S. EPA granted the State of Illinois final authorization to administer a state hazardous waste program in lieu of the federal government's base RCRA program effective January 31, 1986. 51 Fed. Reg. 3778 (January 31, 1986).

9. Under Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), U.S. EPA may issue an order assessing a civil penalty for any past or current violation, requiring compliance immediately or within a specified period of time, or both.

10. The Administrator of U.S. EPA may assess a civil penalty of up to \$25,000 per day for each violation of Subtitle C of RCRA according to Section 3008 of RCRA, 42 U.S.C. § 6928. The Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, required U.S. EPA to adjust its penalties for inflation on a periodic basis. Pursuant to the Civil Monetary Penalty Inflation Adjustment Rule, published at 40 C.F.R. Part 19, U.S. EPA may assess a civil penalty of up to \$32,500 per day for each violation of Subtitle C of RCRA that occurred after March 15, 2004.

General Allegations

11. Respondent is a "person" as defined by 35 IAC § 720.110 and Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).
12. Respondent is an "owner" or "operator," as those terms are defined under IAC § 720.110 and 40 C.F.R. § 260.10, of a facility, located at 1950 Pratt Boulevard, Elk Grove Village, Illinois, that manufactures flexible and rigid packaging materials (Facility).
13. At all times relevant to this Complaint, Respondent's Facility consisted of land and structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of hazardous waste.
14. Respondent's Facility is a "facility," as that term is defined under 35 IAC § 720.110 and 40 C.F.R. § 260.10.
15. At all times relevant to this Complaint, Respondent used solvents to clean process equipment.
16. Cleaning the process equipment generated solvent waste, which Respondent collected in 55-gallon containers and stored in the hazardous waste storage area of the Facility.
17. At all times relevant to this Complaint, Respondent held solvent waste, a discarded material, for temporary periods in 55-gallon containers before the material was shipped from the Facility for treatment, storage, disposal, burning or incineration elsewhere.
18. Respondent characterized its solvent waste as hazardous waste codes D001, F003, and F005.
19. Respondent stored, transported, disposed of, or otherwise handled its solvent waste in 55-gallon "containers," as that term is defined under 35 IAC § 720.110 and 40 C.F.R. § 260.10.

20. At all times relevant to this Complaint, Respondent's solvent waste was a "solid waste" as that term is defined under 35 IAC § 721.102 and 40 C.F.R. § 261.2.
21. At all times relevant to this Complaint, Respondent's solvent waste was a "hazardous waste" as that term is defined under 35 IAC § 721.103 and 40 C.F.R. § 261.3.
22. At all times relevant to this Complaint, Respondent's holding of solvent waste in 55-gallon containers constituted hazardous waste "storage," as that term is defined under 35 IAC § 720.110 and 40 C.F.R. § 260.10.
23. Respondent is a "generator," as that term is defined under 35 IAC § 720.110 and 40 C.F.R. § 260.10.
24. Respondent generated and managed hazardous waste at the Facility after November 19, 1980.
25. On May 1, 2008, U.S. EPA conducted a Compliance Evaluation Inspection of the Facility (the Inspection).
26. On July 2, 2008, U.S. EPA issued a Notice of Violation to Respondent alleging certain violations of RCRA discovered during the Inspection.
27. On July 31, 2008, Respondent submitted to U.S. EPA a written response to the Notice of Violation.
28. At all times relevant to this Complaint, the State of Illinois had not issued a permit to Respondent to treat, store, or dispose of hazardous waste at its Facility.
29. At all times relevant to this Complaint, Respondent did not have interim status for the treatment, storage, or disposal of hazardous waste at its Facility.
30. On or about September 14, 1990, Respondent submitted a Hazardous Waste Notification, dated August 22, 1990, to U.S. EPA for the Facility.

31. In its Hazardous Waste Notification dated August 22, 1990, Respondent identified itself as a generator.

32. At all times relevant to this Complaint, Respondent generated during each calendar month more than 1000 kg of hazardous waste at the Facility.

Count 1: Storage of Hazardous Waste without a Permit or Interim Status.

33. Complainant incorporates paragraphs 1 through 32 of this Complaint as though set forth in this paragraph.

34. Pursuant to 3005(a) of RCRA, 42 U.S.C. § 6925(a) and the regulations at 40 C.F.R. Part 270, the treatment, storage, or disposal of hazardous waste by any person who has not applied for or received a permit is prohibited.

35. Pursuant to 35 IAC § 722.134(a) and 40 C.F.R. § 262.34(a), however, and subject to certain exceptions, a generator of hazardous waste may accumulate hazardous waste on-site for 90 days or less without having a permit or interim status, provided that the generator complies with all applicable conditions set forth in 35 IAC § 722.134(a) and 40 C.F.R. § 262.34(a) including, but not limited to, requirements for owners and operators in Subparts C and D of 35 IAC Part 725 and 35 IAC § 725.116.

36. A generator who accumulates hazardous waste for more than 90 days is an operator of a storage facility and is subject to the requirements of 35 IAC Part 724 or 725 and the permit requirements of 35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123 unless he has been granted an extension to the 90-day period. Storage for more than 90 days subjects the generator of hazardous waste to the requirement to either obtain a permit or achieve interim status.

37. At all times relevant to this Complaint, Respondent had not been granted an extension to accumulate hazardous waste for more than 90 days.

38. Similarly, the failure to comply with any of the conditions of 35 IAC §§ 722.134(a)(1)-722.134(a)(4) subjects the generator of hazardous waste to the requirements of 35 IAC Part 724 or 725 and the permit requirements of 35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123.

39. In order for a generator of hazardous waste to maintain its exemption from the requirement to have an operating permit or interim status, it must label or mark each container holding hazardous waste clearly with the words "Hazardous Waste." 35 IAC § 722.134(a)(3) [40 C.F.R. § 262.34(a)(3)].

40. In order for a generator of hazardous waste to maintain its exemption from the requirement to have an operating permit or interim status, it must clearly mark each container holding hazardous waste with the date upon accumulation. 35 IAC § 722.134(a)(2) [40 C.F.R. § 262.34(a)(2)].

41. At the time of the Inspection, Respondent was storing solvent waste in a 55-gallon container with an accumulation date of January 16, 2008 for 16 days over the 90-day limit without obtaining or applying for a permit.

42. At the time of the Inspection, Respondent was storing solvent waste in a 55-gallon container with an accumulation date of December 20, 2007 for 43 days over the 90-day limit without obtaining or applying for a permit.

43. At the time of the inspection, Respondent had not labeled or marked a 55-gallon container of solvent waste with the words "Hazardous Waste."

44. At the time of the inspection, Respondent had not marked a 55-gallon container of solvent waste with a date of accumulation.

45. Accordingly, Respondent failed to satisfy all of the conditions for maintaining its exemption from the requirement that it have an operating permit or interim status.

46. Respondent's storage of hazardous waste without a permit or interim status violated Section 3005 of RCRA, 42 U.S.C. § 6925(a) and the requirements of 35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123 [40 C.F.R. §§ 270.1(c) and 270.10(a) and (d), and 270.13].

Count 2: Failure to Maintain Aisle Space in Hazardous Waste Storage Area.

47. Complainant incorporates paragraphs 1 through 46 of this Complaint as though set forth in this paragraph.

48. As a result of Respondent's failure to meet all of the applicable conditions for the generator exemption provided by 35 IAC § 722.134(a), Respondent became an operator of a hazardous waste storage facility subject to the requirement of 35 IAC § 724.135 [40 C.F.R. § 264.35].

49. 35 IAC § 724.135 [40 C.F.R. § 264.35] requires that the owner or operator of a hazardous waste storage facility maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency.

50. At the time of the Inspection, Respondent was storing hazardous waste containers without aisle space in the hazardous waste storage area.

51. Respondent's storage of hazardous waste without aisle space violated 35 IAC § 724.135 [40 C.F.R. § 264.35].

Count 3: Failure to Keep Containers of Hazardous Waste Closed During Storage.

52. Complainant incorporates paragraphs 1 through 46 of this Complaint as though set forth in this paragraph.

53. As a result of Respondent's failure to meet all of the applicable conditions for the generator exemption provided by 35 IAC § 722.134(a), Respondent became an operator of a hazardous waste storage facility subject to the requirement of 35 IAC § 724.273(a) [40 CFR § 264.173(a)].

54. 35 IAC § 724.273(a) [40 CFR § 264.173(a)] requires that the owner and operator of a hazardous waste facility keep each container holding hazardous waste closed during storage, except when it is necessary to add or remove waste.

55. At the time of the Inspection, Clear Lam Packaging failed to keep containers of hazardous waste closed during storage when waste was not being added to or removed from the containers.

56. Respondent's failure to keep containers holding hazardous waste closed violated 35 IAC § 724.273(a) [40 C.F.R. § 264.173(a)].

Count 4: Failure to Provide Training and Failure to Maintain Training Records.

57. Complainant incorporates paragraphs 1 through 46 of this Complaint as though set forth in this paragraph.

58. As a result of Respondent's failure to meet all of the applicable conditions for the generator exemption provided by 35 IAC § 722.134(a), Respondent became an operator of a hazardous waste storage facility subject to the requirement of 35 IAC § 724.116 [40 C.F.R. § 264.16].

59. 35 IAC § 724.116(a)(1) [40 C.F.R. § 264.16(a)(1)] requires that facility personnel successfully complete a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures the facility's compliance with the requirements of 35 IAC § 724.116 [40 C.F.R. § 264.16].

60. 35 IAC § 724.116(a)(2) [40 C.F.R. § 264.16(a)(2)] requires that the program of classroom instruction or on-the-job training be directed by a person trained in hazardous waste management procedures, and include instruction which teaches facility personnel hazardous waste management procedures, including contingency plan implementation, relevant to the positions in which they are employed.

61. 35 IAC § 724.116(a)(3) [40 C.F.R. § 264.16(a)(3)] requires, at a minimum, that the training program be designed to ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including, where applicable: (1) procedures for using, inspecting, repairing, and replacing facility emergency and monitoring equipment; (2) response to groundwater contamination incidents; and, (3) shutdown of operations.

62. 35 IAC § 724.116(b) [40 C.F.R. § 264.16(b)] requires that facility personnel successfully complete the program required in paragraph (a) of 35 IAC § 724.116 [40 C.F.R. § 264.16] within six months after the effective date of the regulations or six months after the date of employment or assignment to a facility, or to a new position at a facility, whichever is later.

63. 35 IAC § 724.116(c) [40 C.F.R. § 264.16(c)] requires that facility personnel take part in an annual review of the initial training required in 35 IAC § 724.116(a) [40 C.F.R. § 264.16(a)].

64. 35 IAC §§ 724.116(d)(2), (3) and (4) [40 C.F.R. §§ 264.16(d)(2), (3) and (4)] require that owners and operators of hazardous waste facilities maintain the following documents and records:

A written job description for each position listed under paragraph (d)(1) of 35 IAC § 724.116. This description may be consistent in its degree of specificity with descriptions for other positions in the same company location or bargaining unit, but must include the requisite skill, education, or other qualifications, and duties of facility personnel assigned to each position; and,

The type and amount of both introductory and continuing training to be given to each employee filling a hazardous waste management position listed under paragraph (d)(1) of 35 IAC § 724.116.

Records that document that the training or job experience required under 35 IAC §§ 724.116(a), (b) and (c) has been given to, and completed by, facility personnel.

65. In 2006, 2007 and 2008, Respondent did not ensure that all classroom instruction or on-the-job training received by Facility personnel satisfied the criteria of 35 IAC §§ 724.116(a)(2) relevant to the positions in which Facility personnel were employed.

66. In 2006 and 2007, Respondent did not ensure that all Facility personnel filling a hazardous waste management position received initial training or annual review of the initial training.

67. Respondent's failure to provide adequate classroom instruction or on-the-job training to, as alleged in paragraph 65 above, violated 35 IAC § 724.116(a) [40 C.F.R. § 264.16(a)].

68. Respondent's failure to provide initial training or annual review of the initial training, as alleged in paragraph 66 above, violated 35 IAC §§ 724.116(a), (b) and (c) [40 C.F.R. §§ 264.16(a), (b) and (c)].

69. At the time of the Inspection, Respondent failed to maintain documents and records providing a written job description that included the requisite skill, education, or other qualifications, and duties for each position at the facility related to hazardous waste management.

70. At the time of the Inspection, Respondent failed to maintain documents and records providing the type and amount of both introductory and continuing training to be given to each employee filling a position at the facility related to hazardous waste management.

71. At the time of the Inspection, Respondent failed to maintain documentation that the training or job experience required under 35 IAC §§ 724.116(a), (b) and (c) had been given to, and completed by, all appropriate facility personnel for 2006, 2007 and 2008.

72. Respondent's failure to maintain records that provided a written job description for each position related to hazardous waste management, and the type and amount of both introductory and continuing training to be given to each employee filling a hazardous waste management position, and documentation that the training or job experience required under 35 IAC §§ 724.116(a), (b) and (c) had been given to, and completed by, facility personnel, violated 35 IAC §§ 274.116(d)(2), (3) and (4) [40 C.F.R. §§ 264.16(d)(2), (3) and (4)].

Count 5: Failure to Have a Complete Contingency Plan.

73. Complainant incorporates paragraphs 1 through 46 of this Complaint as though set forth in this paragraph.

74. As a result of Respondent's failure to meet all of the applicable conditions for the generator exemption provided by 35 IAC § 722.134(a), Respondent became an operator of a hazardous waste storage facility subject to the requirements of 35 IAC §§ 724.152(c), (d), and (e) [40 C.F.R. §§ 264.52(c), (d), and (e)].

75. 35 IAC § 724.152(c) [40 C.F.R. § 264.52(c)] requires that a hazardous waste storage facility's contingency plan describe the arrangements agreed to by local police departments, fire departments, hospitals, contractors, and State and local emergency response teams to coordinate emergency services pursuant to 35 IAC § 724.137 [40 C.F.R. § 264.37].

76. 35 IAC § 724.152(d) [40 C.F.R. § 264.52(d)] requires that a hazardous waste storage facility's contingency plan list names, addresses, and phone numbers (office and home) of all persons qualified to act as emergency coordinator, and that this list be kept up to date.

77. 35 IAC § 724.152(e) [40 C.F.R. § 264.52(e)] requires that a hazardous waste storage facility's contingency plan include a list of all emergency equipment at the facility (such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), where this equipment is required. This list must be kept up to date and must include the location and a physical description of each item on the list, and a brief outline of its capabilities.

78. At the time of the Inspection, Respondent's contingency plan failed to describe the arrangements agreed to by local police departments, fire departments, hospitals, contractors, and local emergency response teams to coordinate emergency services pursuant to 35 IAC § 724.137 [40 C.F.R. § 264.37].

79. At the time of the Inspection, Respondent's contingency plan did not include the current emergency coordinator's name, office and home phone numbers, and address.

80. At the time Inspection, Respondent's contingency plan did not include a list of all the emergency equipment at the facility, and the location and capabilities of the emergency equipment.

81. Respondent's failure to include within its contingency plan a description of the arrangements agreed to by local police departments, fire departments, hospitals, contractors, and local emergency response teams to coordinate emergency services; the current emergency coordinator's name, office and home phone numbers; and a list of all the emergency equipment at the facility, and the location and capabilities of the emergency equipment, violated 35 IAC §§ 724.152(c), (d) and (e) [40 C.F.R. §§ 264.52(c), (d) and (e)].

Civil Penalty

The Complainant proposes, subject to the receipt and evaluation of further relevant information from Respondent, that the Administrator assess a civil penalty of eighty eight thousand seven hundred ninety two dollars (\$88,792) for the violations alleged in this Complaint, as further explained in Attachment A, "Penalty Summary Sheet."

Complainant determined the proposed civil penalty according to RCRA Section 3008, 42 U.S.C. § 6928. In assessing a civil penalty, the Administrator of U.S. EPA must consider the seriousness of the violation and any good faith efforts to comply with applicable requirements. See Section 3008(a)(3) of RCRA, 42 U.S.C. § 6928(a)(3). Complainant has considered the facts and circumstances of this case with specific reference to U.S. EPA's 2003 RCRA Civil Penalty Policy. A copy of the penalty policy is available upon request. This policy provides a consistent method of applying the statutory penalty factors to this case.

COMPLIANCE ORDER

Based on the foregoing, Respondent is hereby ordered, pursuant to the authority of Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), and § 22.37(b) of the Consolidated Rules, to comply with the following requirements immediately upon the effective date of this Order:

1. Respondent shall maintain compliance with each of the regulations cited in this Complaint and Compliance Order. Respondent shall certify its compliance with each of these regulations within thirty (30) days of the date of the filing of this Complaint and Compliance Order by notifying U.S. EPA in writing.

2. If Respondent has not taken or completed compliance with each of regulations cited in this Complaint, Respondent shall notify U.S. EPA of the failure, its reasons for the failure, and the proposed date for compliance within thirty (30) days of the date of the filing of this Complaint and Compliance Order.

Rules Governing this Proceeding

The *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (the Consolidated Rules), 40 C.F.R. Part 22, govern this proceeding to assess a civil penalty. Enclosed with the Complaint served on Respondent is a copy of the Consolidated Rules.

Filing and Service of Documents

Respondent must file with the U.S. EPA Regional Hearing Clerk the original and one copy of each document Respondent intends as part of the record in this proceeding. The Regional Hearing Clerk's address is:

Regional Hearing Clerk (E-13J)
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604

Respondent must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized Tamara Carnovsky to receive any Answer and subsequent legal documents that Respondent serves in this proceeding. You may telephone Tamara Carnovsky at (312) 886-2250. Her address is:

Tamara Carnovsky (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604

Terms of Payment

Respondent may resolve this proceeding at any time by paying the proposed penalty by sending a certified or cashier's check payable to the "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

Respondent must include the case name, docket number and the billing document number on the check and in the letter transmitting the check. Respondent must simultaneously send copies of the check and transmittal letter to the Regional Hearing Clerk and Tamara Carnovsky at the addresses given above, and to:

Jamie Paulin (LR-8J)
Land and Chemicals Division
RCRA Branch
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604

Answer and Opportunity to Request a Hearing

If Respondent contests any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contends that it is entitled to judgment as a matter of law, Respondent may request a hearing before an Administrative Law Judge. To request a hearing, Respondent must file a written Answer within thirty (30) days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted in accordance with the Consolidated Rules.

In counting the 30-day period, the date of receipt is not counted, but Saturdays, Sundays, and federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or federal legal holiday, the time period extends to the next business day.

To file an Answer, Respondent must file the original written Answer and one copy with the Regional Hearing Clerk at the address specified above.

Respondent's written Answer must clearly and directly admit, deny, or explain each of the factual allegations in the Complaint; or must state clearly that Respondent has no knowledge of a particular factual allegation. Where Respondent states that it has no knowledge of a particular factual allegation, the allegation is deemed denied. Respondent's failure to admit, deny, or explain any material factual allegation in the Complaint constitutes an admission of the allegation.

Respondent's Answer must also state:

- a. the circumstances or arguments which Respondent alleges constitute grounds of defense;
- b. the facts that Respondent disputes;
- c. the basis for opposing the proposed penalty; and
- d. whether Respondent requests a hearing.

If Respondent does not file a written Answer within 30 calendar days after receiving this Complaint, the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by Respondent constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations.

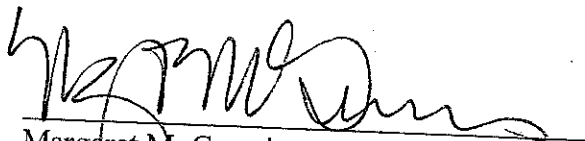
Respondent must pay any penalty assessed in a default order, without further proceedings, 30 days after the order becomes the final order of the Administrator of U.S. EPA under Section 22.27(c) of the Consolidated Rules.

Settlement Conference

Whether or not Respondent requests a hearing, Respondent may request an informal conference to discuss the facts alleged in the Complaint and to discuss settlement. To request an informal settlement conference, Respondent may contact Jamie Paulin at (312) 886-1771.

Respondent's request for an informal settlement conference will not extend the 30-day period for filing a written Answer to this Complaint. Respondent may simultaneously pursue both an informal settlement conference and the adjudicatory hearing process. Complainant encourages all parties against whom it proposes to assess a civil penalty to pursue settlement through an informal conference. Complainant, however, will not reduce the penalty simply because the parties hold an informal settlement conference.

September 30, 2009
Date


Margaret M. Guerriero, Director
Land and Chemicals Division

RECEIVED
SEP 30 2009

REGIONAL HEARING CLERK
USEPA
REGION 5

CASE NAME: Clear Lam Packaging, Inc.
DOCKET NO: RCRA-05-2009-0025

CERTIFICATE OF SERVICE

I hereby certify that today I filed the original of this **Complaint and Compliance Order** and this **Certificate of Service** in the office of the Regional Hearing Clerk (E-19J), United States Environmental Protection Agency, Region 5, 77 W. Jackson Boulevard, Chicago, IL 60604-3590.

I further certify that I then caused true and correct copies of the filed document to be mailed to the following:

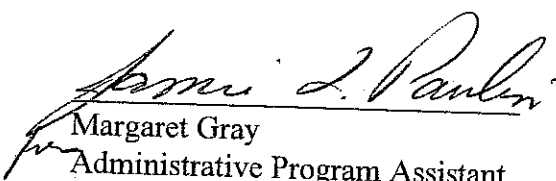
Mr. Tom Wedoff
Clear Lam Packaging, Inc.
1950 Pratt Boulevard
Elk Grove Village, Illinois 60007

Certified Mail #

Ms. Jaqueline M. Vidmar
Seyfarth Shaw LLP
131 South Dearborn Street
Suite 2400
Chicago, Illinois 60603

Certified Mail #

Dated: 7/30, 2009


Margaret Gray
Administrative Program Assistant
United States Environmental Protection Agency

Region V
Land and Chemicals Division LR-8J
RCRA Branch
77 W. Jackson Blvd, Chicago, IL 60604-3590

RECEIVED
SEP 30 2009
REGIONAL HEARING CLERK
USEPA
REGION 5

Attachment A

PENALTY SUMMARY SHEET CLEAR LAM PACKAGING, INC. ILD 984 805 317

NATURE OF VIOLATION	CITATION OF REGULATION OR LAW	HARM/ DEVIATION	GRAVITY-BASED PENALTY	MULTI-DAY PENALTY	ADJUSTMENTS	ECONOMIC BENEFIT	TOTAL PENALTY
Count 1: Operating without a permit by 1) failing to mark one 55-gal container with an accumulation date and with the words, "Hazardous Waste;" 2) storing hazardous waste greater than 90 days (oldest drum was 43 days greater than 90 days).	35 IAC § 703.121, 35 IAC § 702.120, and 35 IAC § 702.123 [40 CFR §§ 270.1(c) and 270.10(a) and (d), and 270.13]; 42 USC § 6925(a).	moderate / moderate	\$8,382	\$1,193 x 42 days = \$50,106		**\$572	\$58,488
Count 2: Failure to maintain aisle space.	35 IAC § 722.34(a)(4); 35 IAC § 724.135 [40 CFR § 262.34(a)(4); 40 CFR § 264.35]	moderate / moderate	\$8,382	\$0		<\$200	\$8,382
Count 3: Failure to keep containers holding hazardous waste closed during storage, except when necessary to add or remove waste.	35 IAC § 722.34(a); 35 IAC § 724.273(a); 40 CFR §§ 262.34(a); 40 CFR § 264.173(a).	moderate / moderate	\$8,382	\$0		<\$200	\$8,382
Count 4: Failure to provide adequate training, failure to provide initial or annual training and failure to maintain training records.	35 IAC § 722.34(a)(4); 35 IAC § 724.116(a)(1), (a)(2); (b); (c); (d)(2), (d)(3), (d)(4); 40 CFR § 262.34(a)(4); 40 CFR § 264.16(a)(1), (a)(2); (b); (c); and (d)(2), (d)(3), (d)(4).	moderate / moderate	\$8,382	\$0		**\$506	\$8,382
Count 5: Failure to meet all requirements of contingency plan.	35 IAC § 722.34(a)(4); 35 IAC § 724.152(c), (d) and (e); 40 CFR § 262.34(a)(4); 40 CFR § 264.52(c), (d) and (e).	moderate / minor	\$5,158	\$0		**\$241	\$5,158
Subtotals			\$38,686	\$50,106	\$0	**\$1538	\$88,792

** Economic Benefit is not included in total penalty because it is considered to be insignificant per the RCRA Civil Penalty Policy, dated January 11, 2005.

Note: The gravity-based penalty amount is determined using the Revised Penalty Matrices for the RCRA Civil Penalty Policy, dated January 11, 2005. The multi-day component of the gravity-based civil penalty is determined using the multi-day matrix outlined in the Revised Penalty Matrices for the RCRA Civil Penalty Policy, dated January 11, 2005. Policy adjustments and economic benefit (BEN) are as explained in the 2003 RCRA Civil Penalty Policy. Finally, the gravity-based penalty is adjusted for inflation (where appropriate) in order to implement the Civil Monetary Penalty Inflation Rule pursuant to the Debt Collection Improvement Act of 1996.

REGION 5 CONCURRENCE SHEET (ORC)

SUBJECT: Clear Lam Packaging Complaint and Compliance Order

CONTROL NO. (if applicable): _____

Originator	(T. Carnovsky)	<u>TC</u>	Date	<u>9/17/09</u>
Section Chief (if applicable)	(E. Furey)	<u>EF</u>	Date	<u>9/18/09</u> <i>with signature</i>
Branch Chief (if applicable)	(E. Cohen)	_____	Date	_____
Deputy (if applicable)	(B. Frey)	_____	Date	_____
Regional Counsel	(R. Kaplan)	_____	Date	_____

(PLEASE INDICATE NAME OF APPROPRIATE DIVISION(S) WHERE CONCURRENT SIGNOFF IS NECESSARY)

NAME OF DIVISION _____

Assigned Staff Person	(_____)	Date	_____
Other	(_____)	Date	_____
Division Director	(_____)	Date	_____

OFFICE OF THE REGIONAL ADMINISTRATOR

Deputy Regional Administrator	(Mathur)	Date	_____
Regional Administrator	(_____)	Date	_____
Other (if applicable)	(_____)	Date	_____
Other (if applicable)	(_____)	Date	_____

A White House Executive Memorandum dated June 1, 1998, mandates that ".....The Federal Government's writing must be in plain language." This requirement became effective January 1, 1999. Originator and first level supervisor are responsible for assuring that documents are in plain language. All other reviewers should consider plain language in their reviews. (See plain language checklist of reverse side of this sheet.)

COMMENTS: _____

RETURN TO: _____



US HEADQUARTERS

Max Daetwyler Corporation, 13420 Reese Blvd. W., Huntersville, NC 28078 ■ (704) 875-1200 ■ Fax (704) 875-0781

DAYTON DIVISION

Max Daetwyler Corporation, 2133 Lyons Road, Miamisburg, OH 45342 ■ (937) 439-1582 ■ Fax (937) 439-1592

September 18, 2009

Clear Lam Packaging, Inc.

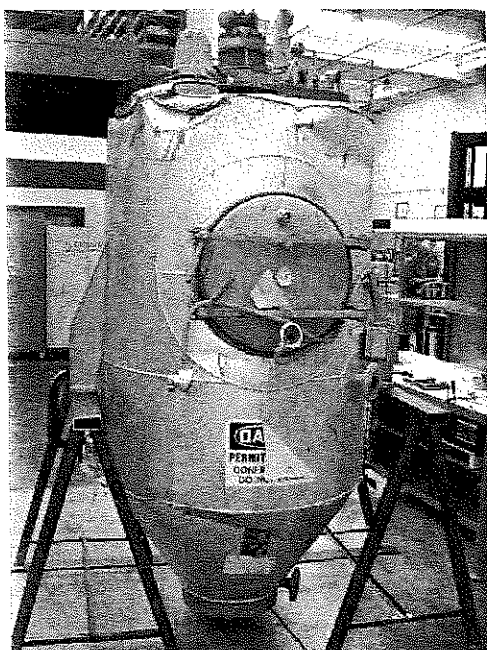
Kevin Mangat

1950 Pratt Blvd.

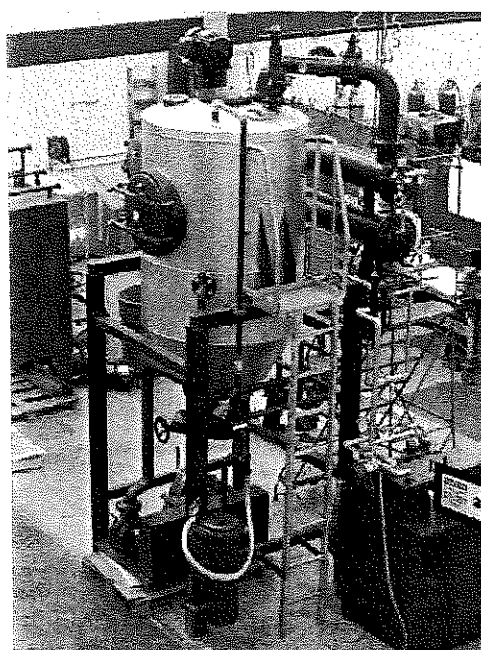
Elk Grove Village, IL 60007

Re: Quotation #3424

REFURBISHED DW RENZMANN ROTO-2 DISTILLATION UNIT



BEFORE



AFTER

FILLING CAPACITY:

175 Gallons (700 Liters)

RECOVERY RATE:

30 – 45 Gallons per hour (120 – 180 liters/hour)

HEATING, Electric:

45 kW, 60 Hz, 3 Phase, 480 VAC

COOLING WATER:

10 GPM

MATERIALS OF CONSTRUCTION:

Vessel – mild steel, Condenser and Clean Solvent Container – SS

Including:

SVS

Liquid Ring Vacuum System – Reduces cook down time at end of distillation process, or for distilling of solvents with a boiling point above 149°C (300°F).

VFS

Vacuum Filling System – Allows unit to fill via vacuum.

NCS

Nitrocellulose Safety Package – Allows unit to safely process waste containing nitrocellulose.

AFS

Auto-Fill System – Allows for continuous operation.

EPL

Explosion Proof Light – Allows operator to illuminate vessel interior for in process viewing via sight glass.

CST

Clean Solvent Container – Stores clean solvent produced in distillation process and automatically transfers clean solvent to remotely located storage container. Constructed of stainless steel with pump/motor, float switch, removable lid with inspection opening. Discharge and bleeding. Its capacity is 130 gallons (500 Liters).

PRICE:

\$ 94,357.00 US

TERMS AND SPECIFICATIONS

For Quote: 3424

Delivery: Huntersville, NC; Freight Collect

Delivery Time: Ex-works 12 - 16 weeks after receipt of firm purchase order and initial payment.

Payments: **NOTE: Invoices are due and payable upon receipt**

30% with Purchase Order

60% upon shipment from manufacturer

10% ten days after start up, but no more than 30 days after delivery

Quotation Validity: Until October 30, 2009

NOTE: Refurbished distillation units are available on a first-come-first-serve basis

WARRANTY

Time: Twelve (12) months after commissioning, but no more than fifteen (15) months after ex-works delivery or notification that equipment is ready for delivery. In the event that delivery is delayed by customer request, or by other means beyond our control, warranty is not extended beyond fifteen (15) months.

Washing Equipment: The guarantee of effective cleaning is conditional upon the requirement that the inks, adhesives and/or coatings to be removed must be soluble in the solvent (washing agent) used at the time washing occurs.

Distillation Equipment: The solvents to be reclaimed and the dissolved materials (solids or residue) may have physical factors, which restrict or limit the use of the equipment. The guarantee of effect distillation is dependent upon the nature of the materials to be processed, all of which must be specifically specified prior to order confirmation.

Parts Replacement: Parts, which become unserviceable during the warranty period, will be replaced free of charge, freight included. The services of a Field Engineer will be provided without charge only if the replacement of the part(s) requires specialized knowledge beyond the scope of normal and routine servicing and maintenance.

Parts Exclusion: Parts subject to normal wear, corrosion and/or erosion, i.e., gaskets, scraper blades, pump packings and mechanical seals, are specifically excluded from the warranty.

The manufacturer reserves the right to effect design alterations and improvements to any all equipment, including that which is under construction.

All units are manufactured in accordance with current National Electrical Code and comply with OSHA and ASME design standards. Local codes and requirements are the responsibility of the buyer.

\$ 88,000

Compatible

Installation of Equipment

Installation of the equipment normally requires the following:

- Receipt, unloading, uncrating and placement of the delivered equipment at the desired location
- Mounting of the main electrical control panel in a non-hazardous area
- Electrical wiring, both control and power, between the main electrical control panel and the equipment
- Connection of electrical power supply to control panel
- Mounting and alignment of electrical motors to pumps and/or exhaust ventilators, as applicable
- Cooling water supply and return lines
- Steam supply and condensate return or thermal oil supply and return lines, as applicable
- Installation of exhaust ventilator and duct work, if supplied
- Clean and contaminated solvent lines, as applicable

The above is the responsibility of the buyer of the equipment unless specifically stated to the contrary. Max Daetwyler Corporation will supply equipment drawings, electrical schematics and service manuals.

Commissioning of the Equipment

Commissioning of the equipment normally consists of:

- Checkout of the installation after completion by buyer.
- Test run of the equipment.
- Operator instruction.
- Maintenance instruction.

Labor Charges:

Installation and/or commissioning supervision is normally a Max Daetwyler Corporation service and will be provided by our Field Engineer, to your account in accordance with rates in effect at time service is performed.

GENERAL CONTRACT SPECIFICATIONS OF MAX DAETWYLER CORP.

1. **Application; Formation of Contract.** These General Contract Specifications (the "Terms and Conditions") shall apply to all acts in respect of the purchase by a party ("Customer") and sale by Max Daetwyler Corp. ("MDC") of machines and products ("Product") pursuant to any contract (a "Contract") to which these Terms and Conditions are made applicable. Acceptance or use by Customer of a shipment of Product after the inception of the term specified in the Contract, but before the Contract is signed by either party or before Customer otherwise makes a definite and timely act or expression of acceptance, shall constitute acceptance of the terms of the Contract as to that shipment.

2. **Modification and Waiver; Other Terms.** The Contract contains the entire and exclusive agreement between the parties regarding the sale and purchase of each Product referenced in the Contract. No provision in the Contract (which includes these Terms and Conditions) may be varied or waived except by a writing specifically describing such variance or waiver signed by an officer of MDC. MDC's acceptance or acknowledgement, even if in writing and signed by MDC, of Customer's purchase order or any other document pertaining to Product shall not be deemed an acceptance of any provision of Customer's purchase order or any other document that conflicts with or adds to these terms and conditions, absent a separate agreement in writing signed by MDC expressly acknowledging and agreeing to such provisions. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT TERMS AND CONDITIONS SET FORTH IN ANY ORDER FORM, PURCHASE REQUEST OR CONFIRMATION PROVIDED BY CUSTOMER ADD TO OR CONFLICT WITH THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL PREVAIL AND GOVERN. MDC'S ACCEPTANCE OF A CONTRACT TO DELIVER PRODUCT IS EXPRESSLY CONDITIONAL ON CUSTOMER'S AGREEMENT AND ASSENT TO THESE TERMS AND CONDITIONS.**

3. **Prices for Products; Payment.** Prices are to be understood net, ex works, unpacked unless noted otherwise. New or increased taxes, fees and duties effective after submission of the quotation or issuance of any confirmation are to Customer's account. Payment for Product is payable net by 30 % at placement of the order and 70 % prior to shipment. Invoices for servicing are payable upon receipt. All other invoices are payable net 30 days after the date of their issue. If payment in full is not made when due, interest shall accrue on the unpaid balance at the lesser of (i) the rate of 1½% per month (18% per annum) or (ii) the maximum rate permitted under applicable law. Customer agrees to pay reasonable attorneys' fees incurred by MDC in the collection of past due invoices and account balances. If performance is delayed by Customer, Customer shall pay all reasonable warehousing and other expenses and costs of MDC incident to such delay in shipment. If MDC at any time determines in its sole judgment that there are reasonable grounds for insecurity with respect to Customer's payment for the Products or any other obligation of Customer set forth in the Contract or in these Terms and Conditions, MDC may require adequate assurance of due payment or other performance, such as payment in cash or satisfactory security, and until MDC receives such assurance, MDC may suspend any performance for which it has not already received payment.

4. **Delivery.** Transportation is at Customer's risk, even if free delivery has been agreed. MDC dispatches according to INCOTERMS of I.C.C., Paris, rev. 2000.

5. **Installation.** MDC will provide for the required erecting engineers or assemblers as needed, at the rates which are effective at the time when the work is performed (refer to the table of standard rates). The following items will be charged: working time, traveling time and waiting periods, the expenses of roundtrip tickets, rental cars or mileage, meals and accommodation as well as the cost of transportation for the tools. Customer will provide, at no charge, all general labor required for the completion of the assembly.

6. **Cancellations.** A purchase order or other Contract for Product once placed with and accepted by MDC can be cancelled, in whole or in part, only with the written consent of MDC. If Customer cancels without MDC's consent, Customer shall be liable for the full price of the Product, less any actual third party expenses saved by MDC in not having to deliver the Product, as reasonably determined by MDC in its sole discretion.

7. **Security Interest.** To secure Customer's obligation to pay the purchase price and all other costs and charges, Customer hereby grants MDC a purchase money security interest in the Product. If Customer does not pay or perform its obligations hereunder, MDC shall have all of the rights and remedies of a secured party and a seller under the Uniform Commercial Code as enacted in the State of North Carolina. MDC is hereby authorized and irrevocably appointed Customer's attorney-in-fact to execute, file and/or record financing statements in Customer's name and behalf to perfect MDC's security interest. The Product shall remain personal property, without regard to the manner in which it may be affixed to real estate.

8. **Limited Warranty.** MDC WARRANTS, TO CUSTOMER ONLY, THAT THE PRODUCT DOES NOT INFRINGE ANY UNITED STATES OF FOREIGN PATENT, COPYRIGHT OR SIMILAR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY, WILL BE DELIVERED TO CUSTOMER FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND WILL CONFORM TO ANY SPECIFICATIONS IN THE CONTRACT THROUGHOUT THE WARRANTY PERIOD. "Warranty Period" means, for new machines 12 months for mechanical and 6 months for electric and electronic parts, with the exception of computer hardware, commencing at start-up and will in any case last no longer than 14, or 8 months from the delivery date (if for reasons beyond MDC'S control, the machines have not been commissioned within 2 months from delivery). The warranty ceases to be effective if Customer or third parties make changes or effect any repair work on the Products without MDC's written consent. The warranty also ceases to be effective if Customer does not immediately take suitable steps to confine the damage so that MDC can remedy the defect. Further, the warranty ceases to be effective immediately if Customer uses spare parts or consumer products not meeting MDC specifications. **MDC MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW. MDC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY OTHER THAN AS STATED HEREIN. IN NO EVENT SHALL MDC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICES CONTAINED HEREIN WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY OR OTHER THEORIES OF LAW.** Trading goods and Product not manufactured by MDC (including computer hardware incorporated in any Product) are warranted to the extent of the original manufacturer's warranty, which is transferred to Customer.

9. **Customer's Remedies.** EXCEPT WITH RESPECT TO CLAIMS THAT THE PRODUCT INFRINGES UNITED STATES OR FOREIGN PATENT, COPYRIGHT OR SIMILAR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, MDC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT MDC'S OPTION. IN NO EVENT SHALL MDC BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

CUSTOMER SHALL INSPECT ALL PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. CUSTOMER'S FAILURE TO GIVE NOTICE TO MDC OF ANY CLAIM WITHIN THIRTY (30) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE PRODUCT AS HAVING NO DEFECTS IN MATERIAL OR WORKMANSHIP AND AS CONFORMING TO ANY SPECIFICATIONS IN THE CONTRACT AND A WAIVER BY CUSTOMER OF ALL CLAIMS WITH RESPECT TO SUCH MATTERS.

No employee, agent or other person is authorized to give any warranties on behalf of MDC in addition to or different from those herein given, or to assume for MDC any other liability in connection with the Products except in a writing which is signed by an authorized officer of MDC, which expressly gives such warranties or assumes such liability, and which is made part of the Contract pursuant to paragraphs 1 and 2 above.

10. **Intellectual Property.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Customer by MDC and all rights therein (collectively, "Intellectual Property") will remain the property of MDC and will be kept confidential by Customer in accordance with these Terms and Conditions. Customer shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form and any copies thereof, shall be promptly returned to MDC upon written request from MDC. Customer acknowledges that no license or rights of any sort are granted to Customer hereunder in respect of any Intellectual Property.

11. **Confidentiality.** All information furnished or made available by either party to the other in connection with the subject matter of these Terms and Conditions or of the Contract shall be held in confidence by the recipient of such information. The recipient of such information agrees not to use such information or disclose such information to others without the disclosing party's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by either party of any obligation herein, (b) a party can show by written records was in such party's possession prior to disclosure by such party, or (c) is legally made available to a party by or through a third party having no direct or indirect confidentiality obligation to the other party with respect to such information.

12. **Force Majeure.** Failure of MDC to make any one or more deliveries when due, and failure of Customer to take delivery of Product hereunder, if caused by (a) fire, storm, flood, strike, lockout, accident, act of war or terrorism, riot, civil commotion, embargo or similar circumstances, (b) any regulation, law, or restriction of any governmental department, commission, board, bureau, agency, court, or other instrumentality of any supranational organization of sovereign states, country, state, province, territory, commonwealth, municipality, or other political subdivision thereof (a "Governmental Authority"), any seizure or requisition of Product by any Governmental Authority, or any compliance with a demand or request for such Product for purposes of national or supranational defense, (c) inability of MDC to obtain any required raw material, energy source, equipment, labor or transportation, at prices and on terms deemed (by MDC) to be practicable, from MDC's usual sources of supply, or (d) any other cause or contingency beyond the reasonable control of that party (whether or not of the same kind or nature as the causes or contingencies above enumerated), shall not constitute a breach of the Contract or subject the party failing to perform to any liability to the other during the period such inability to make or take delivery shall exist; provided, however, that the obligation to make payments due under the Contract shall not be excused for any reason, including the foregoing.

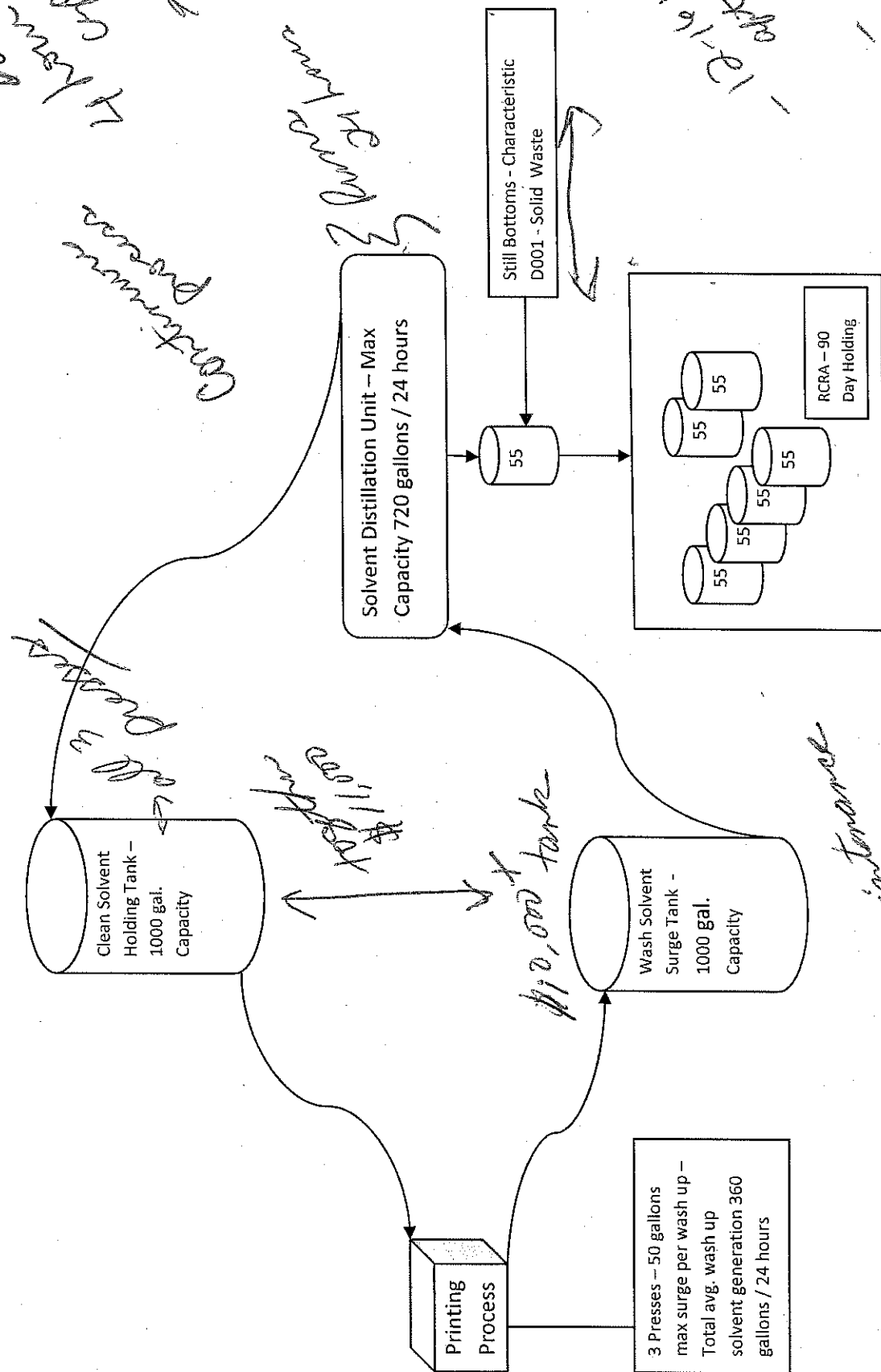
13. **Waiver of Compliance.** Waiver by either party hereto of a breach by the other party of any of the provisions of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect. Any waiver must be in a writing signed by the waiving party.

14. **Severability.** In the event that any provision of the Contract shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of the Contract will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the economic intentions of the parties as evidenced from the provisions of the Contract.

15. **Successors and Assigns.** The Contract shall bind and inure to the benefit of the successors and assigns of the respective parties. In order that the parties may fully exercise their rights and perform their obligations arising under the Contract or these Terms and Conditions, any provisions of the Contract or the Terms and Conditions that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the Contract or the Terms and Conditions. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.

16. **Governing Law; Jurisdiction.** The Contract shall take effect and be construed in accordance with the laws of the State of North Carolina, USA, including its provisions of the Uniform Commercial Code, but excluding its conflict of laws principles and the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Each party irrevocably consents to the jurisdiction of all state and federal courts sitting in Mecklenburg County, North Carolina and agrees that venue for any legal action brought in connection with the Contract shall lie exclusively in such courts.

Clear Lam Packaging, Inc. – RCRA SEP Proposal – Wash Up Solvent Distillation Unit



Continuous
to on/off
170000
170000

12-16 weeks

170000